

FILED

IN THE DISTRICT COURT OF PONTOTOC COUNTY
STATE OF OKLAHOMA

JUN 18 2019

KAREN DUNNIGAN, Court Clerk
Pontotoc County, Oklahoma
By  Deputy

THE CITY OF ADA, OKLAHOMA,
a municipal corporation,

Plaintiff,

vs.

BRENNTAG SOUTHWEST, INC.,
an Oklahoma Corporation,

Defendant.

CS-19-104

PETITION

COMES NOW the Plaintiff and for its causes of action against the Defendant, alleges and states as follows:

FIRST CAUSE OF ACTION - BREACH OF CONTRACT

1. That the Plaintiff is an Oklahoma municipal corporation.
2. That the Defendant is an foreign corporation, doing business in Pontotoc County, State of Oklahoma.
3. That this cause of action arose in Pontotoc County, State of Oklahoma, therefore this Court has jurisdiction over the parties and subject matter hereto and venue is proper.
4. That on or about July 2017, Plaintiff contracted with Defendant to supply and deliver certain chemicals to its swimming pool facility located at 631 W. 10th, Ada, Oklahoma (Glenwood Swimming Pool).
5. That Defendant breached its contract with Plaintiff in that in delivering the chemicals to Glenwood pool and transferring to the storage tanks, an employee/agent of Defendant allowed the chemicals to overflow out of the container, causing property damage to the building and pool equipment.
6. That due to said breach, Plaintiff has sustained damages to its pool building and equipment in the amount of \$140,000.00, to which Plaintiff is entitled to judgment against Defendant.
7. That Plaintiff is also entitled to all costs and attorney fees in bring this action for breach of contract.

EXHIBIT 1

WHEREFORE, Plaintiff prays for judgment against Defendant on its First Cause of Action in the amount of \$140,000.00, plus costs of any additional damages discovered during the pendency of this action, costs, attorney's fees and all other relief this Court deems equitable and just.

SECOND CAUSE OF ACTION - NEGLIGENCE

8. Plaintiff re-states and re-alleges all material facts contained in the First Cause of Action above.
9. That Defendant's employee/agent was negligent in the delivery/transfer of the chemicals to Glenwood Pool equipment, causing Plaintiff to sustain property damage in an amount in excess of \$75,000.00.
10. That said negligence of Defendant's employee/agent is the direct cause of the property damage sustained by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Defendant on its Second Cause of Action in an amount in excess of \$75,000 plus costs, attorney's fees, interest and all other relief this Court deems equitable and just.

City of Ada, Oklahoma

By: 

Frank Stout OBA# 12885

P.O. Box 1444

Ada, OK 74821

(580) 332-3355

Attorney for Plaintiff